

**ALL ALIXPARTNERS EMPLOYEES LISTED ON EXHIBITS 1 & 2 BELOW MUST REVIEW THE PROGRAM AND STRICTLY ADHERE TO ITS TERMS.**

**I. DIVISION OF PERSONNEL**

**A. Consulting Staff.**

1. *Purdue Personnel:* AlixPartners' current and former employees, representatives, agents, and independent contractors who work, have worked, or will work on the Purdue Engagement are designated as the "Purdue Personnel." A current list of the Purdue Personnel is attached hereto as Exhibit 1.
2. *Mallinckrodt Personnel:* AlixPartners' current and former employees, representatives, agents, and independent contractors who work, have worked, or will work on the Mallinckrodt Engagement are designated as the "Mallinckrodt Personnel." A current list of the Mallinckrodt Personnel is attached hereto as Exhibit 2.
3. *No Common Personnel:* The Purdue Personnel shall not work on the Mallinckrodt Engagement. The Mallinckrodt Personnel shall not work on the Purdue Engagement.
4. *No Discussions:* The Purdue Personnel shall not discuss the Purdue Engagement with Mallinckrodt Personnel, and the Mallinckrodt Personnel shall not discuss the Mallinckrodt Engagement with Purdue Personnel.
5. *No Information Sharing:* The Purdue Personnel shall not directly or indirectly share any information generated or received in connection with the Purdue Engagement with any of the Mallinckrodt Personnel. The Mallinckrodt Personnel shall not directly or indirectly share any information generated or received in connection with the Mallinckrodt Engagement with any of the Purdue Personnel.
6. *No Shared Personal Offices:* The Purdue Personnel shall not share personal offices with the Mallinckrodt Personnel.
7. *Adding Personnel:* The addition of any personnel to either engagement must be approved in advance by Legal, Compliance, and Risk. To facilitate such approval, the ability to enter time toward the Purdue Engagement in AlixPartners' billing system shall be limited to Purdue Personnel listed on Exhibit 1 and the ability to enter time toward the Mallinckrodt Engagement in AlixPartners' billing system shall be limited to Mallinckrodt Personnel listed on Exhibit 2. Any individual not listed on Exhibit 1 or Exhibit 2 shall not have the ability to enter time on either engagement until Legal, Compliance, and Risk verifies their work history and approves adding them to the appropriate personnel list. Once an individual is approved to work on either engagement, Legal, Compliance, and Risk will update the appropriate exhibit to include that individual's name.

- B. Administrative and Support Staff.** Administrative and support staff, including, but not limited to, administrative assistants, Human Resource personnel, Engagement Technology Services (ETS) personnel, Legal, Compliance, and Risk personnel, and information technology personnel will not be divided between the Purdue Engagement and the Mallinckrodt Engagement.

## II. DOCUMENT/INFORMATION POLICIES

### A. Computer System.

1. *Electronic Barriers – Purdue:* Access to electronic documents generated in connection with the Purdue Engagement will be limited as follows:
  - a. All Purdue electronic documents stored on AlixPartners’ networks or servers will be in folders clearly identified as relating to the Purdue Engagement (the “Purdue Electronic Files”).
  - b. Mallinckrodt Personnel shall not access the Purdue Electronic Files.
2. *Electronic Barriers – Mallinckrodt:* Access to electronic documents generated in connection with the Mallinckrodt Engagement will be limited as follows:
  - a. All Mallinckrodt electronic documents stored on AlixPartners’ networks or servers will be in folders clearly identified as relating to the Mallinckrodt Engagement (the “Mallinckrodt Electronic Files”).
  - b. Purdue Personnel shall not access the Mallinckrodt Electronic Files.
3. *Laptops:* The Mallinckrodt Personnel shall not use any laptop previously used by the Purdue Personnel, unless the hard drive of such laptop has been wiped of all information related to the Purdue Engagement. The Purdue Personnel shall not use any laptop used by the Mallinckrodt Personnel, unless the hard drive of such laptop has been wiped of all information related to the Mallinckrodt Engagement.

### B. Paper Documents.

1. *Storage:* Any hard copies of documents related to the Purdue Engagement shall be stored either in the individual files of the Purdue Personnel or in off-site storage facilities. All such documents shall be clearly organized and identified as related to the Purdue Engagement. Any hard copies of documents related to the Mallinckrodt Engagement shall be stored either in the individual files of the Mallinckrodt Personnel or in off-site storage facilities. All such documents shall be clearly organized and identified as related to the Mallinckrodt Engagement.
2. *Access:* No Purdue Personnel shall request or be granted access to the individual files or off-site storage files of the Mallinckrodt Engagement. No Mallinckrodt Personnel shall request or be granted access to the individual files or off-site storage files of the Purdue Engagement.

- C. Electronic Databases.** Access to any online document databases created in connection with the Purdue Engagement or the Mallinckrodt Engagement shall be limited. The Purdue Personnel shall not be permitted access to any of the Mallinckrodt databases. The Mallinckrodt Personnel shall not be permitted access to any of the Purdue databases.

## III. MISCELLANEOUS

- A. Inadvertent Disclosure.** In the event of any disclosure of information regarding the Purdue Engagement to the Mallinckrodt Personnel or regarding the Mallinckrodt Engagement to the Purdue Personnel, either inadvertent or otherwise, such disclosure shall be immediately reported to Legal, Compliance, and Risk.
- B. No Third-Party Beneficiaries.** This Program is intended for the internal purposes of AlixPartners, and is not intended to, and shall not, create any rights in favor of third parties.
- C. Duration.** This Program will remain in effect until the termination of both the Purdue and Mallinckrodt Engagements or until notice from Legal, Compliance, and Risk. AlixPartners may review these provisions at any time and take any appropriate actions to expand, modify, or eliminate the prohibitions, as circumstances warrant.
- D. Delivery.** All Purdue Personnel and Mallinckrodt Personnel, as of the date of the Program, shall receive a copy of the Program from Legal, Compliance, and Risk and are instructed to abide by its terms. If new personnel are added to either personnel list, Legal, Compliance, and Risk will provide an updated version of the Program that includes updated exhibits to all current employees identified on the most updated versions of Exhibit 1 and Exhibit 2.